

EXPRESS MAIL CERTIFICATE

Date: 9/28/01 Label No: 76771859 115

I hereby certify that, on the date indicated above, this paper or fee was deposited with the U.S. Postal Service & that it was addressed for delivery to the Assistant Commissioner for Patents, Washington, DC 20231 by "Express Mail Post Office to Addressee" service.

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Signature

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07278

PATENT TRADEMARK OFFICE

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Docket No.: 3166/1G947-US1

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Technology Center 2100

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Andrei MIKHEEV

Serial No.: 09/823,284

Art Unit: 2171

Confirmation No.: 6790

Filed: March 30, 2001

Examiner:

For: METHOD AND SYSTEM FOR GATHERING, ORGANIZING AND
DISPLAYING INFORMATION FROM DATA SEARCHES

PETITION FOR FILING UNDER 37 C.F.R. §1.47(b)

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

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This is a Petition under 37 C.F.R. §1.47(b) to accept a Declaration
executed by the assignee of an application where the inventor refuses to execute
the application.

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Upon information and belief, the pertinent facts are as follows:

Andrei Mikheev ("Mikheev") is the inventor of the pending claims in U.S. Patent Application Serial Number 09/823,284. Mikheev's last known residential address is 46 (2F2) Elm Row, Edinburgh EH7 4AH United Kingdom. At least three attempts were made to have Mikheev execute this application. Mikheev has effectively refused to execute the Oath for this application. However, he has provided an executed Assignment of his rights in the application to Xanalys Incorporated. (Assignment attached as Exhibit A.) This Petition is necessary to preserve the rights of the assignee in this application. In support of this petition, attached are the Declarations of Jon Pitt and James Marshall, Esq.

More details follow in chronological order.

In or about April 1998, Andrei Mikheev was employed as a software developer by Harlequin Limited under a contract of employment. (Contract attached as Exhibit B.) Section 16 of the contract mandates that any inventions that Mikheev may evolve, discover, or invent during the course of his duties shall be the exclusive property of Harlequin Limited.

In or about July 1999, Harlequin Limited sold its assets to another company which changed its name to Harlequin Limited.

In or about October 1999, the management of Harlequin Limited initiated a project to develop a product to facilitate the retrieval and analysis of information obtained from the Internet ("project"). Mikheev was one of the

software developers assigned to the project. In the course of the project, and accordingly in the course of his normal duties as an employee of Harlequin Limited, Mikheev made or contributed to the subject invention disclosed in U.S. Provisional Patent Application Serial Number 60/193,811 which was filed on March 31, 2000. Mikheev cooperated and assisted in preparing the provisional application. By virtue of the terms set forth in the contract (Exhibit B), Harlequin Limited was entitled to all right, title and interest in and to the provisional application.

In or about April 2000, Harlequin Limited sold to Xanalys Incorporated (hereinafter "Xanalys") all the intangible assets of Harlequin Limited including patents, patent applications, and intellectual and industrial property rights insofar as they relate to the business of information management and software tools products. (Agreement with Xanalys attached as Exhibit C.) About the same time, the employment of Mikheev was taken over by Xanalys Limited, subsidiary of Xanalys. This transfer of employment was made pursuant to the sale by Harlequin Limited to Xanalys Limited of the business of developing and marketing of information management and software tools products. (Agreement with Xanalys Limited attached as Exhibit D.)

In or about May 2000, Mikheev resigned from Xanalys Limited. According to his Internet website (copy attached as Exhibit E), Mikheev co-founded Infogistics, a company that specializes in knowledge management and text mining.

Mikheev's resume, also available at his website, states that he led the development of several major modules of Infogistics' new generation search engine RealTerm.

In the course of preparing to file a non-provisional version of Provisional Application Serial No. 60/193,811, Jon Pitt, the Global Operations Manager of Xanalys, sent Mikheev a copy of the application on March 15, 2001 along with a Declaration/Power-of-Attorney, Assignment and a cover letter via Federal Express. The cover letter requested that Mikheev review and execute the application. The letter package had tracking number 462894395194 and was addressed to the 46 (2F2) Elm Row address. A photocopy of the signature page from a Federal Express receipt bearing Mikheev's signature establishes that Mikheev received the letter package containing the application documents on March 20, 2001. (See accompanying Declaration of Jon Pitt and Exhibits A and B attached thereto.)

When no response was received, the undersigned sent a follow-up letter to Mikheev on March 28, 2001 via facsimile to 011 44 131 650 4587 (the fax number posted at Mikheev's web site). A copy of the fax transmission cover sheet indicating receipt at Mikheev's number is attached as Exhibit F. The facsimile included an unexecuted Declaration/Power of Attorney and an Assignment. No response was received.

In order to avoid loss of the priority of U.S. Provisional Patent Application No. 60/193,811 filed March 31, 2000, Xanalys filed this U.S. Non-Provisional Patent Application on March 30, 2001 claiming the priority of the provisional application.

Since Mikheev (who resided in the United Kingdom) did not respond to the requests that he provide an assignment of the subject patent application, Xanalys contemplated initiating an Entitlement Proceeding in the U.K. Patent Office to compel Mikheev to provide a written assignment of the patent application in a form suitable for recording in the U.S. Patent Office ("USPTO"). Although Xanalys had by legal right the undivided interest in and to the patent application, Xanalys did not have an assignment of Mikheev's rights to Xanalys in a form suitable for recording in the USPTO which identified the application by serial number and filing date. Under U.K. law, the Comptroller at the Patent Office is authorized to determine questions about entitlement to foreign patents (Patent Act 1997 section 12). The Comptroller is authorized to make such order as he thinks fit to give effect to the determination. Here, such an assignment was important because counterpart applications were to be filed in the U.S. and in other European and Asian jurisdictions. Therefore, Xanalys retained the United Kingdom law firm of Taylor Joynson Garrett to institute an Entitlement Proceeding in the U.K. Patent Office, to obtain an assignment from Mikheev.

On August 16, 2001, James Marshall, an attorney at Taylor Joynson Garrett, U.K. counsel for Xanalys, had a letter sent to Mikheev enclosing the Declaration and Assignment and indicating that Xanalys was prepared to initiate an Entitlement Proceeding in the U.K. in order to obtain an assignment of its rights in and to this patent application and any foreign counterpart. (See Exhibit A to the accompanying Declaration of James Marshall.)

Mikheev responded to this letter on August 30, 2001, stating that he did not believe that the invention is new in view of certain products. (See Exhibit B to the Declaration of James Marshall.) No further information or materials were provided by Mikheev regarding alleged prior products. Mikheev marked up the Declaration, crossing out the averments that the invention was not known or used in the U.S. prior to his invention. Therefore, Mikheev has effectively refused to execute the required Oath or Declaration.

With his letter of August 30, 2001, Mikheev provided an executed Assignment to Xanalys of all rights in and to the invention disclosed in the present patent application. This Assignment was submitted to the U.S. Patent Office on September 17, 2001 for recordation.

On September 17, 2001, Jon Pitt in his capacity as an officer of Xanalys, executed the Declaration on behalf of Mikheev. This Declaration is enclosed herein with the Completion of Patent Application.

A check for the fee set forth in 37 C.F.R. §1.17(h) in the amount of \$130.00 is enclosed. The Commissioner is authorized to charge any deficiency or credit any excess in this fee to Deposit Account No. 04-0100.

Since the inventor has declined to execute the application and the requirements of 37 C.F.R. 1.47(B) have been satisfied, acceptance of the accompanying Declaration executed by the assignee is respectfully requested.

Respectfully submitted,

Dated: September 28, 2001

Chanah Brenenson

Chanah Brenenson
Reg. No. 47,442
Attorney for Applicant(s)

DARBY & DARBY P.C.
805 Third Avenue
New York, New York 10022
212-527-7700

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C. BRENNERSON

DARBY & DARBY

PROFESSIONAL
CORPORATION

INTELLECTUAL PROPERTY LAW

805 THIRD AVENUE
NEW YORK, NY 10022-7513
TEL (212) 527-7700
FAX (212) 753-6237

March 28, 2001

Reference: 3166/1G947 US1

Via facsimile 44 131 650 4587

CHANAH BRENNERSON
ATTORNEY AT LAW
212-527-7729
cbrennerson@darbylaw.com

URGENT IMMEDIATE ATTENTION REQUIRED

Mr. Andrei Mikheev
46 (2F2) Elm Row
Edinburgh, Scotland EH7 4AH
United Kingdom

Re: U.S. Patent Application entitled "Method and System for Gathering,
Organizing, and Displaying Information from Data Searches"

Dear Mr. Mikheev:

As the sole inventor of the subject matter of the above-referenced patent application, the enclosed Declaration & Power of Attorney and Assignment were prepared for your signature. The subject application will be filed on March 30, 2001. A copy of the application was provided to you by Jon Pitt with his letter of March 15. This invention was made while you were employed by Harlequin Limited. You are required to sign these documents under section 16 of your employment agreement with Harlequin Limited.

Please sign and date each document where indicated and promptly return them to me. If you have any questions, please feel free to contact me directly. Your cooperation in this matter is appreciated.

DARBY &
DARBY

PROFESSIONAL
CORPORATION

INTELLECTUAL PROPERTY LAW

805 THIRD AVENUE
NEW YORK, NY 10022-7513
TEL (212) 527-7700
FAX (212) 753-6237

March 28, 2001

Reference: 3166/1G947 US1

Via facsimile 44 131 650 4587

CHANAH BRENENSON
ATTORNEY AT LAW
212-527-7729
cbrenenson@darbylaw.com

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Mr. Andrei Mikheev
46 (2F2) Elm Row
Edinburgh, Scotland EH7 4AH
United Kingdom

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Please sign and date each document where indicated and promptly return them to me. If you have any questions, please feel free to contact me directly. Your cooperation in this matter is appreciated.

Sincerely yours,



Chanah Brenenson

CSB:eah
Enclosures

HARLEQUIN LIMITED
CONTRACT OF EMPLOYMENT

This Contract of Employment contains the particulars required to be given under Section 1 of the Employment Protection (Consolidation) Act 1978 as amended (hereinafter, "the Act")

1. DUTIES

- (a) You, the Employee, are employed by Harlequin Limited ("the Company"), as a Software Developer within our Applications Division, in accordance with instructions given by duly authorised representatives of the management of the Company ("the Management").
- (b) You will at all times conform to and comply with the directions and regulations from time to time given or made by the Management and shall well and faithfully serve the Company and shall use your best endeavours to promote the interest of the Company, and of any companies that may now or in the future be related or associated bodies corporate of the Company including, but not limited to, holding, parent, subsidiary and sister companies, and subsidiaries of the same (hereinafter, "Related Companies").

2. TERM

Your employment with the Company will begin on Monday 6th April 1998. No employment with a previous employer counts as part of your continuous period of employment with the Company for the purposes of the Act.

3. SALARY

Your annual salary will be £31,000 per year to be paid monthly in arrears on the last working day of the month. Your performance and salary will be reviewed in January and July of each year but in neither instance will this review necessarily result in a salary increase. The awarding, if any, of salary increases depends entirely on an assessment of your performance by your superior officers and upon the Company's financial ability to pay. If awarded, pay increases may vary widely within the Company.

4. PLACE OF WORK

Your normal place of employment is Edinburgh, UK but you will carry out your duties at other locations (including abroad) if required to do so by the Management, and in such cases the terms and conditions of your employment may vary accordingly to comply with the standard practices and legal requirements of the particular location, but in any case your overall compensation package in the Company will not be compromised as a result of any such relocation.

5. WORKING HOURS

You are required to work during all normal business hours and also at such times and for such periods as the efficient and conscientious discharge of your duties requires. You will not be paid overtime for work outside normal business hours and time off in lieu of such working will only be given in exceptional cases and by prior written agreement with the Management.

6. HOLIDAY

- (a) Your current annual holiday entitlement is twenty three (23) working days paid leave, in addition to public holidays. This will rise to twenty five (25) days per annum after two (2) years of service and to twenty seven (27) days per annum after five (5) years of service, to be implemented in the second and fifth years following the anniversary of your starting date of employment with the Company ("Anniversary Date"), respectively, as follows:

If your Anniversary Date falls between 1 January and 30 June, you shall be entitled to two (2) additional days of annual paid holiday leave as of the second and the fifth years, respectively; if your Anniversary Date falls between 1 July and 31 December, you shall be entitled to one (1) additional day of annual holiday leave as of the second and fifth years, respectively, and to one (1) further additional day of annual holiday leave in each year thereafter, up to the maximum entitlement applicable for your length of service.

- (b) Leave must be taken at a time convenient to, and agreed by, the Management. A minimum of one (1) week's notice must be given for any leave to be taken and no more than ten (10) working days leave must

be taken at any one time.

7. SICKNESS/INJURY

- (a) Payment of salary during periods of sickness or injury will be made for a maximum of twenty-one (21) working days absence in any twelve (12) month period on production of the appropriate medical certificate(s). If you receive any sickness pay or holiday pay for the relevant period, Statutory Sickness Pay will be deducted from such sum.
- (b) Statutory Sick Pay will be paid in accordance with the Statutory Scheme current at the time of absence. Statutory Sick Pay will only be paid against production of the required Medical Certificate or Certificates as required by clause 7(c) hereof.
- (c) If you are late for work or absent for any cause, a telephone call must be made by you or someone on your behalf to your immediate supervisor as soon as possible. If you are absent due to illness for a period of more than three (3) days you must furnish the Management with a Medical Certificate signed by yourself. If you are absent due to illness for eight (8) days or more you must furnish the Management with a Doctor's Certificate. A new Doctor's Certificate covering all subsequent periods of absence must be produced every four (4) weeks if absence due to illness continues.
- (d) In the event of your inability to work due to sickness or injury for a continuous period greater than three (3) months or for an aggregate of ninety (90) days in any calendar year, your continued employment will be at the discretion of the Management.

8. PENSION

You are entitled to be a member of the Company's non-contributory Pension Scheme should you so wish. Full details of the scheme will be made available to you upon request to the Management. The Company is not contracted out of the State Pension Scheme and there is therefore no contracting out certificate in force in respect of your employment. If you already have and wish to continue, or wish to start, a personal pension plan rather than joining the Company's non-contributory Pension Scheme, the Company is willing to contribute the agreed amount to this pension instead of to the Company Scheme. Please see the

Management about this.

9. **LIMITATION OF EMPLOYMENT**

Whilst employed by the Company you will not be employed by, or undertake work in any capacity (whether as consultant or otherwise howsoever) for or be involved in any way with any other person firm or company of any description whatsoever, where to do so could reasonably be expected to harm the Company's or any Related Company's business in any way. In any case, if you are currently or you become employed by, or you undertake work, or are involved or become involved in any way with any other person firm or company of any description whatsoever, you will immediately notify the Company that you are doing so or that you intend to do so.

10. **TERMINATION**

The amount of notice required to terminate your employment by the Company for the first four (4) years of your employment is four (4) weeks' written notice and thereafter one (1) further week for each additional year that you are employed, up to a maximum of twelve (12) weeks. You must give not less than four (4) weeks' notice in writing to the Company to terminate your employment. The Company reserves the right to make payment to you in lieu of notice.

11. **SUMMARY TERMINATION**

In any of the following cases, the Company may terminate your employment by written notice taking effect on the date of its service, in which case you shall not be entitled to any further payment from the Company except such sum as shall have accrued due:-

- (a) if you commit a serious breach of the terms of this Agreement;
- (b) if you are convicted by any court of an offence of fraud or dishonesty.

The circumstances mentioned above entitling the Company to dismiss you without notice are not exhaustive and the Company reserves the right to terminate your employment in other circumstances involving gross misconduct.

Waiver by the Company of a breach by you of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12. VARIATIONS

The Company reserves the right to offer you employment of a similar nature to your employment hereunder should the need arise. You will be notified in writing, in accordance with the Act, of any amendment to the terms of employment within one (1) month of the change coming into operation.

13. COMPANY CARS AND EXPENSES

- (a) If your job entails the use of a Company car (which shall be entirely at the discretion of the Company) you will be bound by the rules and regulations in respect of this car in force at any time. These will be explained to you when you receive your Company car and may change from time to time.
- (b) You will be paid all expenses considered reasonable by the Company incurred by you in the performance of your duties under this Agreement. You shall on being so required, provide the Company with vouchers or other evidence of actual payment of the expenses.
- (c) You must provide the Company with vouchers or other evidence of actual payment of any relocation or related expenses paid by the Company.

14. SPECIAL TERMS OF EMPLOYMENT

- (a) You shall not, except in the proper course of your duties (or unless ordered to do so by a court of competent jurisdiction) divulge any information concerning the business transactions, secrets or affairs of the Company or of any Related Company or of its or their clients or customers either while you are employed by the Company or at any time after ceasing to be employed by the Company.
- (b) On ceasing to be employed by the Company or a Related Company for whatsoever reason, you undertake and agree not to remove or retain any customer lists, memoranda, notes, records, reports, files, computer programs, source program listings, accounting records, or any other documents or property of the Company or any Related Company or any customer thereof of whatsoever nature. In particular (but without prejudice to the generality of the foregoing) you also undertake not to

remove or retain any diskettes, magnetic tapes, information in any medium whatever, magnetic or electronic or computer equipment of any description belonging to the Company or any Related Company or any customer thereof.

15. RESTRICTIONS

During the period of one (1) year immediately following the termination of your employment you shall not, either on your own account or for any other person, firm or Company, where to do so could reasonably be expected to harm the business of the Company or of any Related Company:

- (a) solicit business from or serve any customer of the Company (or of any Related Company) to whom you have rendered any services on behalf of the Company or Related Company during the twelve (12) months immediately preceding the date of termination of your employment;
- (b) solicit business from or serve any customer of the Company (or of any Related Company) to whom to your knowledge the Company or any Related Company has rendered any services during the twelve (12) months immediately preceding the date of termination of your employment;
- (c) solicit or entice away from the Company, or any Related Company (or attempt to do so) any consultant or employee or servant of the Company (or of any Related Company).

The restrictions in (a) and (b) relate only to solicitation or serving customers for the same or similar business, or business which competes with, that of the Company or any Related Company.

Each of the above clauses of this paragraph shall be separate, distinct and severable from each other clause. If one such clause shall be held to be invalid, the other clauses will be unaffected thereby.

16. PROPERTY RIGHTS IN INVENTIONS

- (a) It is acknowledged that procedures or inventions might result from the carrying out of your duties of employment and that you are under a duty to further the interests of the Company. Consequently, any procedures,

processes, formulae, methods of production, or inventions (hereinafter "the said procedures or inventions") which you may evolve, discover or invent at any time during the course of your normal duties, or duties assigned to you by the Company, shall be disclosed to the Company and shall be the exclusive property of the Company.

- (b) At the request of the Company, you will make or join in such applications execute such deeds and do all other acts as are necessary to secure and where appropriate register in the name of the Company any letters patent copyrights and or trade marks in the United Kingdom and elsewhere in respect of the said procedures or inventions.
- (c) For the avoidance of doubt, it is specifically declared that the provisions of this clause apply to any inventions, discovery, or improvement made by you whether inside or outside normal office hours and whether made with the use of the Company's premises machinery or equipment or not.
- (d) For the further avoidance of doubt, it is understood and agreed that only such of the said procedures or inventions as have been evolved discovered or invented by you prior to the commencement of employment with the Company and are set out in the attached Schedule of Employee's Prior Inventions shall remain your property and shall be outside the terms of this paragraph 16.

17. MATERNITY

The Company will comply with the statutory provision in respect of maternity leave and pay.

18. DISCIPLINARY AND GRIEVANCE PROCEDURE

If you are dissatisfied with any disciplinary decision or if you wish to raise any grievance relating to your employment you should in the first instance raise the matter with your immediate superior. If you wish to appeal against any decision you will be entitled to refer the matter in writing to the Board of Directors of the Company whose decision will be final.

19. SAFETY

You are required to abide by such safety policies on the Company's premises as

the Company may from time to time adopt and of which the Company will keep you informed. In the event of failure to comply with any safety regulations action will be taken under the Disciplinary Procedure. For these purposes relevant notices will from time to time be displayed on the Company's staff notice board and you should inspect this notice board on a regular basis. You acknowledge that the displaying of such notices shall discharge the Company's obligation to notify employees of such policies and/or any regulations with which employees must comply.

20. SERVICE OF NOTICES

Any notice given under the provision of this agreement shall be in writing and shall be duly served

- (a) on you, if provided to you at your normal place of work, or left at or sent by ordinary letter post to your last known address in the United Kingdom;
- (b) on the Company, if handed personally to a director of the Company or to the Company Secretary or left at or sent by ordinary letter post to the Company's registered office;

And it shall be assumed unless the contrary be proved that any notice sent by post within the United Kingdom shall have been delivered three (3) days after despatch.

21. PREVIOUS AGREEMENTS

This agreement takes effect in substitution for and to the exclusion of all prior agreements (written or oral) between the parties to this agreement or any of them and such prior agreements are hereby superseded.

22. CHANGES IN STATUS

You understand and agree that your obligations under this agreement shall survive any change in your position, title or function with the Company and (so far as is relevant) the termination of your employment.

23. RELATED COMPANIES

For the avoidance of doubt, you may from time to time be required to undertake services for a Related Company. The obligations set forth in clauses 1, 14, 15, and 16 shall apply equally to any such Related Company, and shall be construed for the benefit of such Related Company in the same way they would be enforceable by the Company.

24. HEADINGS

Headings are included for convenience only and will not affect the construction of the agreement.

25. NO COLLECTIVE AGREEMENTS

No collective agreements apply to your employment with the Company or any Related Company.

26. WORK ABROAD

If you are required to work abroad for an extended period, you will, wherever possible, be issued (before you leave) with details of:

- (a) the period for which you are to work outside the UK;
- (b) the currency in which you will be paid;
- (c) employment benefits to be provided by reason of your work outside the UK, if any;
- (d) any terms and conditions relating to your return to the UK.

27. LAW

This Agreement is subject to the law of England whose courts shall have exclusive jurisdiction.

TO: 0001212/500207 P. 11

SCHEDULE OF EMPLOYEE'S PRIOR INVENTIONS

It is agreed that the preceding provisions including those contained in any documents referred to (as varied from time to time) form the basis of the Employee's Contract of Employment with the Company.

Signed:


.....
ANNE-MARIE McCARTHY
Managing Director

for and on behalf of the Company, **HARLEQUIN LIMITED**

I, the Employee, acknowledge receipt of a true copy of this Contract of Employment and I accept the terms and provisions herein. In addition, I may or may not have received a formal Contract of Employment immediately upon becoming an employee of the Company but I confirm these terms and provisions which I have hereby accepted do not differ significantly from those which have been in effect since I became an employee of the Company.

Name of Employee: Andrei Mikheev

Signed: 

Address: 46 (2 F2) Elm Row, Edinburgh EH7 4AM

DATED the 11 day of March 1998.

THIS AGREEMENT is made on

BETWEEN:

- (1) HARLEQUIN LIMITED (company number 2049413) whose registered office is at Barrington Hall, Haslingfield Road, Barrington, Cambridge CB2 5RG (the Seller); and
- (2) XANALYS INCORPORATED a company incorporated in the state of Delaware, USA, whose principal office is at 95 Sawyer Road, Three University Park, Waltham, MA 02453 (the Purchaser).

WHEREAS:

This agreement records the terms of the agreement reached on 24 January 2000 between the Seller and the Purchaser under which the Seller agreed to sell and the Purchaser has agreed to purchase certain assets of the Business described below with effect from close of business on 1 April 2000.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

- 1.1 In this agreement and the schedule, the following words have the following meanings:

Assets means, in so far as they relate to the Business, all intangible assets and causes in action of the Seller including all or any patents, trade marks, service marks, topographical rights, registered designs, copyrights, design rights, know-how, computer software and all other intellectual and industrial property rights owned by the Seller or which are held for its benefit either under contract or otherwise and the benefit of all applications for any of the foregoing, unregistered marks, trade or business names including the registered and unregistered trade marks and pending applications for registration and the benefit of contracts relating to the protection of such assets;

Business means the business of developing and marketing of information management and software tools products carried on by the Seller at the Transfer Date;

business day means any day (other than Saturday or Sunday) on which clearing banks are open for a full range of banking transactions;

Consideration means the amount to be paid by the Purchaser for the Assets in accordance with clause 3;

Global Graphics Group means Global Graphics S.A. and any other company which is a member of the same group (as that term is defined in section 53(1) of the Companies Act 1989) as Global Graphics S.A. at any time after Completion and member of the Global Graphics Group shall be construed accordingly;

SPO means the Value Added Tax (Special Provisions) Order 1995;

Transfer Date means close of business on 1 April 2000;

VAT means value added tax;

VATA means the Value Added Tax Act 1994; and

- 1.2 References to the Seller and the Purchaser shall include their respective personal representatives, successors and assigns.
- 1.3 References in this agreement to statutory provisions shall be construed as references to those provisions as respectively replaced, amended or re-enacted (whether before or after the date of this agreement) from time to time so far as any modification or re-enactment applies or is capable of applying to any transactions entered into prior to the date of this agreement and (as far as liability under any statutory provision may exist or can arise) shall also include any past statutory provisions or regulations (as from time to time modified or re-enacted) which those provisions or regulations have directly or indirectly replaced.
- 1.4 Unless the context otherwise requires words importing the singular only shall include the plural and vice versa.
- 1.5 Words importing the masculine shall also include the feminine and words importing natural persons shall also include corporations.
- 1.6 References to clauses and the schedule are references to clauses of and the schedule to this agreement. Any headings or sub-headings are inserted for convenience only and shall not affect the construction of this agreement or the schedule.
- 1.7 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 SALE AND PURCHASE

- 2.1 The Seller sold to the Purchaser with full title guarantee and the Purchaser shall purchase the Assets as at the Transfer Date.
- 2.2 Title to those of the Assets as are movable and in a state of severance at the Transfer Date passed by delivery on that date.

3 CONSIDERATION

- 3.1 The consideration for the sale and purchase of the Assets under clause 2.1 shall be £947,966.72.
- 3.2 The Consideration shall be satisfied by establishing in the books of account of the Purchaser and the Seller a loan (the Loan) of a sum equivalent to the Consideration. The Loan shall be without security and without interest and shall be repayable by the Purchaser to the Seller on the Seller giving to the Purchaser not less than six months' written notice or immediately on either the Seller or the Purchaser ceasing to be a member of the Global Graphics Group.

4 VAT

- 4.1 The Consideration expressed to be payable under the terms of this agreement is expressed exclusive of any VAT which may be chargeable.
- 4.2 The Seller and the Purchaser shall use all reasonable endeavours to procure that the sale of the Assets under this agreement is treated by H.M. Customs and Excise (Customs) as a transfer of a business as a going concern for the purposes of both section 49(1) VATA and article 5(1) SPO.
- 4.3 The Seller shall on or as soon as practicable after the Transfer Date deliver to the Purchaser all the records of the Business for VAT purposes that are required under section 49(1)(b) VATA to be preserved by the Purchaser in place of the Seller and shall not at any time make a request to Customs for a direction under that subsection that those records shall not be required to be preserved by the Purchaser rather than the Seller.
- 4.4 If it shall subsequently be determined that any VAT is payable on the sale of the Business or the Assets the Purchaser shall pay to the Seller, following receipt of a valid

VAT invoice, an amount equal to the VAT payable no later than seven days prior to the date on which the Seller is due to account for the same to Customs.

5 DELIVERY OF DOCUMENTS

5.1 On request by the Purchaser:

5.1.1 the Seller shall deliver or cause to be delivered to the Purchaser the VAT records to be delivered under clause 3.2; and

5.1.2 the Seller shall execute such documents and take such other steps as are necessary or appropriate for vesting all its rights and interests in the Assets in the Purchaser provided always that pending such execution and the taking of such steps the Seller shall hold the legal estate in the Assets upon trust for the Purchaser.

5.2 Notwithstanding completion of the sale and purchase, the Seller shall at the request, or may with the permission, of the Purchaser, retain possession of the Assets or any of them on behalf of the Purchaser, but so that from the Transfer Date the Seller will be deemed to have been and to be so acting as agent for the Purchaser, and shall be obliged to account to and be indemnified by the Purchaser in connection with its actions under this clause and so that such agency shall terminate forthwith on the Purchaser giving notice of such termination to the Seller.

6 ACCESS TO DOCUMENTS AND INFORMATION

The Seller shall make available to the Purchaser for inspection and copying the Sellers' books and records containing information relating to the Assets but not delivered to the Purchaser under this agreement.

7 INSURANCE

The Purchaser shall be responsible for insuring the Assets as from the Transfer Date. If requested to do so by the Purchaser the Seller shall concur with the Purchaser in noting the Purchaser's interest on the Seller's policy of insurance in respect of the Assets and the Purchaser shall indemnify the Seller in respect of the premiums payable in respect of the Assets from the Transfer Date until the Purchaser arranges suitable insurance or those policies are transferred to the Purchaser.

8 MISCELLANEOUS

- 8.1 This agreement and the documents referred to in it, constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this agreement. Each of the parties acknowledges and agrees that in entering into this agreement, and the documents referred to in it, it does not rely on and shall have no remedy in respect of, any statement, representation, warranty or understanding, (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement. The only remedy available to the Purchaser shall be for breach of contract under the terms of this agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.
- 8.2 No variation of this agreement shall be effective unless made in writing and signed by or on behalf of the parties to this agreement.
- 8.3 The provisions of this agreement shall continue in full force and effect notwithstanding the completion of the sale of the Assets.
- 8.4 The Seller shall execute and do all such acts, documents and things and shall procure to be done, executed or performed (at its own expense) all such acts, documents and things as the Purchaser shall reasonably require in order to perfect the right, title and interest of the Purchaser to and in the Assets and to give effect to this agreement.
- 8.5 This agreement may be executed in any number of counterparts by the different parties or separate counterparts, each of which when executed and delivered shall constitute an original but all of which shall together constitute one and the same instrument.
- 8.6 No failure or delay in exercising or enforcing any right or remedy under this agreement shall constitute a waiver of that right or remedy and no single or partial exercise or enforcement of any right or remedy under this agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy. A waiver of a breach of any of the terms of this agreement or of a default under this agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this agreement. A waiver or a breach of any of the terms of this agreement or of a default under this agreement will not prevent a party from subsequently requiring compliance with the waived obligation. The rights and remedies provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

9 COSTS

Each party to this agreement shall pay its own costs of and incidental to the negotiation and preparation of this agreement and the sale and purchase agreed to be made.

10 THIRD PARTY RIGHTS

A person who is not a party to this agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that act.

11 NOTICES

11.1 Any notice or document to be served under this agreement may be delivered or it may be sent by:

11.1.1 first class recorded delivery post; or

11.1.2 facsimile transmission;

to the party to be served at its address specified in clause 11.4 below or at any other address which the party to be served may have notified to the other parties in accordance with this clause.

11.2 Any notice or document referred to in clause 11.1 shall be deemed to have been served:

11.2.1 if delivered, at the time of delivery; or

11.2.2 if sent by post, at 10.00 a.m. on the second business day after the day it is posted; or

11.2.3 if sent by facsimile transmission, one hour after the time of despatch if despatched before 4.00 p.m. on any business day and if a transmission report is received confirming a successful transmission and in any other case at 10.00 a.m. on the business day following the date of despatch.

11.3 In providing service it shall be enough to prove that delivery was made, that the envelope containing the notice or document was properly addressed and posted as a prepaid first class recorded delivery letter or that the facsimile transmission was properly addressed and despatched.

11.4 The following are the addresses (including fax numbers) of the Seller and the Purchaser for the purposes of clause 11.1:

Seller

Global Graphics S.A.
Z.I Pompey Industries
54340 Pompey
France

Fax No: 00 33 383 494 890

(marked for the attention of Alain
Pronost)

Purchaser

Global Graphics Management SA
c/o Andlinger & Company Inc
Avenue Louise 140
1050 Brussels
Belgium

Fax No: 00 3 22 648 2105

(marked for the attention of Johan
Volckaerts)

12 CHOICE OF LAW

This agreement shall be governed by and construed in accordance with English Law and the parties to this agreement submit to the exclusive jurisdiction of the English Courts.

IN WITNESS of which duly authorised representatives of the parties have signed this agreement the day and year first written in this agreement.

SIGNED by a Director duly

authorised for and on behalf

of HARLEQUIN LIMITED


in the presence of:

)

)

)




RAINER ULLMANN

SIGNED by a Director duly

authorised for and on behalf

of XANALYS INC.

in the presence of:


)

)

)

)




RAINER ULLMANN

THIS AGREEMENT is made on 20 June 2001



BETWEEN:

- (1) **HARLEQUIN LIMITED** (company number: 2049413) whose registered office is at Barrington Hall, Haslingfield Road, Barrington, Cambridge CB2 5RG (the Seller); and
- (2) **XANALYS LIMITED** (company number: 3787663) whose registered office is at Barrington Hall, Haslingfield Road, Barrington, Cambridge CB2 5RG (the Purchaser).

WHEREAS:

This agreement records the terms of the agreement reached on 24 January 2000 between the Seller and the Purchaser under which the Seller agreed to sell and the Purchaser has agreed to purchase the Business and certain assets described below with effect from close of business on 1 April 2000 with the result that the Purchaser shall take over the trading operations and functions carried on by the Seller in respect of the Business prior to close of business on 1 April 2000.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

- 1.1 In this agreement and the schedule, the following words have the following meanings:

Assets means the Business and all of the property, rights and assets agreed to be purchased under this agreement;

books and records means all notices, correspondence, customer and supplier lists, orders enquiries, sales information, marketing surveys and reports, marketing research and all advertising material, trade records and promotional material, business plans and forecasts, drawings, plans, books of account and other documents and all other records used in or relating to the Business including any such information recorded or stored in writing or upon magnetic tape or disc;

Business means the business of developing and marketing of information management and software tools products carried on by the Seller at the Transfer Date;

business day means any day (other than Saturday or Sunday) on which clearing banks are open for a full range of banking transactions;

Consideration means the amount to be paid by the Purchaser for the Assets in accordance with clause 3;

Contracts means the Uncompleted Contracts;

Employees means the persons employed by the Seller (including any directors) in the Business on the Transfer Date;

Global Graphics Group means Global Graphics S.A. and any other company which is a member of the same group (as that term is defined in section 53(1) of the Companies Act 1989) as Global Graphics S.A. at any time after Completion and member of the Global Graphics Group shall be construed accordingly;

Support and Maintenance Revenue means the sum of £13,245.83 received by the Seller from customers of the Business prior to the Transfer Date in respect of support and maintenance services to be provided by the Purchaser after the Transfer Date;

Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 1981 as amended;

SPO means the Value Added Tax (Special Provisions) Order 1995;

Transfer Date means close of business on 1 April 2000;

Uncompleted Contracts means all engagements and contracts of the Seller relating to the Business and wholly or partially uncompleted or undischarged at the Transfer Date;

VAT means value added tax;

VATA means the Value Added Tax Act 1994; and

- 1.2 References to the Seller and the Purchaser shall include their respective personal representatives, successors and assigns.
- 1.3 References in this agreement to statutory provisions shall be construed as references to those provisions as respectively replaced, amended or re-enacted (whether before or after the date of this agreement) from time to time so far as any modification or re-enactment applies or is capable of applying to any transactions entered into prior to the date of this agreement and (as far as liability under any statutory provision may exist or can arise) shall also include any past statutory provisions or regulations (as from time to time modified or re-enacted) which those provisions or regulations have directly or indirectly replaced.

- 1.4 Unless the context otherwise requires words importing the singular only shall include the plural and vice versa.
- 1.5 Words importing the masculine shall also include the feminine and words importing natural persons shall also include corporations.
- 1.6 References to clauses and the schedule are references to clauses of and the schedule to this agreement. Any headings or sub-headings are inserted for convenience only and shall not affect the construction of this agreement or the schedule.
- 1.7 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 SALE AND PURCHASE

- 2.1 The Seller sold to the Purchaser with full title guarantee and the Purchaser shall purchase the Business as a going concern together with the assets used in connection with the Business and listed below as at the Transfer Date:
- 2.1.1 the benefit of the Contracts (subject to the burden attaching to the Contracts);
and
- 2.1.2 the Support and Maintenance Revenue; and
- 2.1.3 the books and records.
- 2.2 Title to those of the Assets as are movable and in a state of severance at the Transfer Date passed by delivery on that date.

3 CONSIDERATION

- 3.1 The Consideration for the sale and purchase of the Assets under clause 2.1 shall be £13,245.83.
- 3.2 The Consideration shall be satisfied by establishing in the books of account of the Purchaser and the Seller a loan (the Loan) of a sum equivalent to the Consideration. The Loan shall be without security and without interest and shall be repayable by the Purchaser to the Seller on the Seller giving to the Purchaser not less than six months' written notice or immediately on either the Seller or the Purchaser ceasing to be a member of the Global Graphics Group.

4 VAT

- 4.1 The Consideration expressed to be payable under the terms of this agreement is expressed exclusive of any VAT which may be chargeable.
- 4.2 The Seller and the Purchaser shall use all reasonable endeavours to procure that the sale of the Assets under this agreement is treated by H.M. Customs and Excise (**Customs**) as a transfer of a business as a going concern for the purposes of both section 49(1) VATA and article 5(1) SPO.
- 4.3 The Seller shall on or as soon as practicable after the Transfer Date deliver to the Purchaser all the records of the Business for VAT purposes that are required under section 49(1)(b) VATA to be preserved by the Purchaser in place of the Seller and shall not at any time make a request to Customs for a direction under that subsection that those records shall not be required to be preserved by the Purchaser rather than the Seller.
- 4.4 If it shall subsequently be determined that any VAT is payable on the sale of the Business or the Assets the Purchaser shall pay to the Seller, following receipt of a valid VAT invoice, an amount equal to the VAT payable no later than seven days prior to the date on which the Seller is due to account for the same to Customs.

5 DELIVERY OF DOCUMENTS

- 5.1 On request by the Purchaser:

5.1.1 the Seller shall deliver or cause to be delivered to the Purchaser:

- (a) the books and records;
- (b) the VAT records to be delivered under clause 4;
- (c) all National Insurance and PAYE records relating to the Employees fully completed; and
- (d) the Contracts;

5.1.2 the Seller shall execute such documents and take such other steps as are necessary or appropriate for vesting all its rights and interests in the Assets in the Purchaser provided always that pending such execution and the taking of such steps the Seller shall hold the legal estate in the Assets upon trust for the Purchaser.

5.2 Notwithstanding completion of the sale and purchase, the Seller shall at the request, or may with the permission, of the Purchaser, retain possession of the Assets or any of them and/or, continue the Business or any part of it on behalf of the Purchaser, but so that from the Transfer Date the Seller will be deemed to have been and to be so acting as agent for the Purchaser, and shall be obliged to account to and be indemnified by the Purchaser in connection with its actions under this clause and so that such agency shall terminate forthwith (in relation to the whole or any specified part of the Business) on the Purchaser giving notice of such termination to the Seller.

6 ASSIGNMENT OF CONTRACTS

Where the Contracts cannot effectively be assigned to the Purchaser without the consent of a third party or except by way of an agreement or novation or with the consent to the assignment from a third party:

- 6.1 the Seller and the Purchaser shall use all reasonable endeavours to obtain such consent or to procure the Contracts are novated;
- 6.2 unless and until such consent is obtained or that Contract is novated, the Seller shall continue its corporate existence and shall hold the benefit of that Contract and any monies, goods or other benefits received under that Contract as agents for and trustees of the Purchaser and shall account to the Purchaser accordingly, without any deduction, in respect of all monies, goods and other benefits received by the Seller in relation to that Contract;
- 6.3 the Purchaser shall perform the Contracts in accordance with their terms and conditions as sub-contractor to the Seller, provided that sub-contracting is not permissible under the terms of the Contract in question, and, where sub-contracting is not permissible, the Purchaser shall perform the Contract in accordance with its terms and conditions as agent for the Seller; and
- 6.4 unless and until a Contract shall be novated or assigned the Seller shall act in accordance with the reasonable directions of the Purchaser in all matters relating to that

Contract for so long as the Seller is required and authorised so to do by the Purchaser and shall give all reasonable assistance to the Purchaser to enable it to enforce the rights of the Seller under that Contract.

7 EMPLOYEES

The Seller and the Purchaser acknowledge and agree that pursuant to the Regulations, the contracts of employment between the Seller and the Employees will have effect after the Transfer Date as if originally made between the Purchaser and the Employees.

8 UNCOMPLETED CONTRACTS

Subject to clause 6, the Uncompleted Contracts shall, with effect from the Transfer Date be assigned to and completed by and at the expense and for the benefit of the Purchaser.

9 ACCESS TO DOCUMENTS AND INFORMATION

9.1 The Seller shall make available to the Purchaser for inspection and copying the Sellers' books and records containing information relating to the Business but not delivered to the Purchaser under this agreement.

9.2 The Purchaser shall make available for inspection and copying by the Seller all records handed over by the Seller to the Purchaser under this agreement which contain information relating to the Business.

10 INSURANCE

The Purchaser shall be responsible for insuring the Assets as from the Transfer Date. If requested to do so by the Purchaser the Seller shall concur with the Purchaser in noting the Purchaser's interest on the Seller's policy of insurance in respect of the Assets and the Purchaser shall indemnify the Seller in respect of the premiums payable in respect of the Assets and the Business from the Transfer Date until the Purchaser arranges suitable insurance or those policies are transferred to the Purchaser.

11 MISCELLANEOUS

11.1 This agreement and the documents referred to in it, constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this agreement. Each of the parties acknowledges and agrees that in entering into this agreement, and the documents referred to in it, it does not rely on and shall have no remedy in respect of, any statement, representation,

warranty or understanding, (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement. The only remedy available to the Purchaser shall be for breach of contract under the terms of this agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

- 11.2 No variation of this agreement shall be effective unless made in writing and signed by or on behalf of the parties to this agreement.
- 11.3 The provisions of this agreement shall continue in full force and effect notwithstanding the completion of the sale of the Assets.
- 11.4 The Seller shall execute and do all such acts, documents and things and shall procure to be done, executed or performed (at its own expense) all such acts, documents and things as the Purchaser shall reasonably require in order to perfect the right, title and interest of the Purchaser to and in the Assets and to give effect to this agreement.
- 11.5 This agreement may be executed in any number of counterparts by the different parties or separate counterparts, each of which when executed and delivered shall constitute an original but all of which shall together constitute one and the same instrument.
- 11.6 No failure or delay in exercising or enforcing any right or remedy under this agreement shall constitute a waiver of that right or remedy and no single or partial exercise or enforcement of any right or remedy under this agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy. A waiver of a breach of any of the terms of this agreement or of a default under this agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this agreement. A waiver or a breach of any of the terms of this agreement or of a default under this agreement will not prevent a party from subsequently requiring compliance with the waived obligation. The rights and remedies provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

12 COSTS

Each party to this agreement shall pay its own costs of and incidental to the negotiation and preparation of this agreement and the sale and purchase agreed to be made.

13 THIRD PARTY RIGHTS

A person who is not a party to this agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that act.

14 NOTICES

14.1 Any notice or document to be served under this agreement may be delivered or it may be sent by:

14.1.1 first class recorded delivery post; or

14.1.2 facsimile transmission;

to the party to be served at its address specified in clause 14.4 below or at any other address which the party to be served may have notified to the other parties in accordance with this clause.

14.2 Any notice or document referred to in clause 14.1 shall be deemed to have been served:

14.2.1 if delivered, at the time of delivery; or

14.2.2 if sent by post, at 10.00 a.m. on the second business day after the day it is posted; or

14.2.3 if sent by facsimile transmission, one hour after the time of despatch if despatched before 4.00 p.m. on any business day and if a transmission report is received confirming a successful transmission and in any other case at 10.00 a.m. on the business day following the date of despatch.

14.3 In providing service it shall be enough to prove that delivery was made, that the envelope containing the notice or document was properly addressed and posted as a prepaid first class recorded delivery letter or that the facsimile transmission was properly addressed and despatched.

14.4 The following are the addresses (including fax numbers) of the Seller and the Purchaser for the purposes of clause 14.1:

Seller

Global Graphics S.A.
Z.I Pompey Industries

Purchaser

Global Graphics Management SA
c/o Andlinger & Company Inc

54340 Pompey
France

Avenue Louise 140
1050 Brussels
Belgium

Fax No: 00 33 383 494 890

Fax No: 00 3 22 648 2105

(marked for the attention of Alain
Pronost)

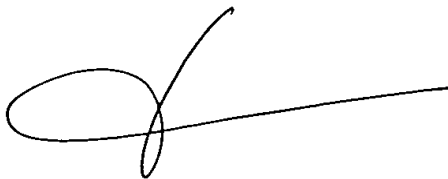
(marked for the attention of Johan
Volckaerts)

15 CHOICE OF LAW

This agreement shall be governed by and construed in accordance with English Law and the parties to this agreement submit to the exclusive jurisdiction of the English Courts.

IN WITNESS of which duly authorised representatives of the parties have signed this agreement the day and year first written in this agreement.

SIGNED by a Director duly)
authorised for and on behalf)
of HARLEQUIN LIMITED)
in the presence of:)



Rainer Ullmann
RAINER ULLMANN

SIGNED by a Director duly)
authorised for and on behalf)
of XANALYS LIMITED)
in the presence of:)



Rainer Ullmann
RAINER ULLMANN

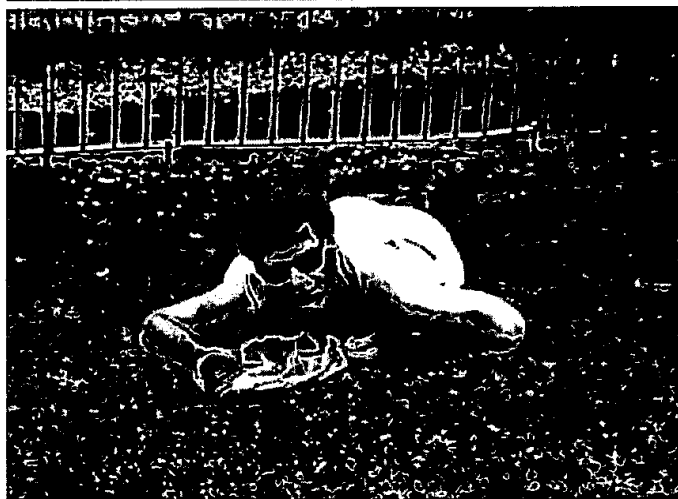
Andrei Mikheev Home Page

Here are answers to the most common questions people ask:

- I was born and grew up in Moscow - the coolest (but not the coldest) place on Earth.
- I am not a fan of Gorbachev to say nothing of the other guys.
- I moved to Edinburgh in 1993 just out of curiosity - to my surprise they offered me a position at the University of Edinburgh. I thought it was only for two years ... well there is nothing more permanent than something temporary.
- Edinburgh is a fantastic city (a bit wet though).
- Oh yes I do like vodka.
- I have nothing to do with the KGB!!! (I would say that wouldn't I)
- No, in Russia we don't eat babies (at least normally, but when it's cold and you are hungry ...)



Here's more on a cool side:



For more than twelve years I have been active in the field of Language Engineering. I worked both in industry and academia. Now I together with Steve Finch set up Infogistics - a company which specializes in knowledge management and text mining.

CV Papers SGML Workbench Software WEB

Curriculum Vitae -- Andrei Mikheev

(click [here](#) for pdf version)

Address: 46 (2F2) Elm Row, Edinburgh EH7 4AH

Phone/Fax: +44 131 556 7460 / +44 131 650 4587

Email mikheev@cogsci.ed.ac.uk

Date of Birth: 15.05.64

Nationality: Russian / British

Summary:

- **Current Position :**
 - Independent consultant/contractor specializing in the design and development of information retrieval, language engineering and XML-based technologies;
 - Senior Consultant (part-time) to the Language Technology Group at the University of Edinburgh, UK.
- **Experience :**
 - 12 years of industrial and academic experience in software development and system analysis;
 - 10 years experience in designing language technology and information retrieval software;
 - 6 years experience in designing SGML/XML software solutions;
 - extensive experience in team management and participation in large international collaborative projects;
 - experience in working with clients at all levels including board-level management.
- **Education :** PhD (Moscow Technical University) and Masters degree (with top distinction) in Computer Science.
- **Technical Skills :**
 - C++/C, Java/J2EE, Visual C/Basic, Perl, Tcl/Tk, shell scripting languages;
 - intrinsic knowledge of XML and XSLT technology;
 - Win32, UNIX/XWindows/Motif/Solaris, Linux;
 - Object Oriented system analysis and design (UML);
 - Client/Server application programming (RPC, CORBA, COM, TCP/IP, HTTP);
 - GUI development (Swing, Visual C++, Visual Basic);
 - working knowledge of SQL and JDBC;
 - Concurrent Processing (Cray MPI).
- **Additional Skills:**
 - application of Artificial Intelligence methods;
 - data mining and statistical data processing;
 - text mining and pattern discovery;
 - document retrieval and language processing technologies.
- **Personality :** collaborative, hardworking, reliable, dynamic with the ability to adapt to new situations and acquire new skills.
- **Miscellaneous :** member of the editorial board of the Journal of Natural Language Engineering (JNLE); advisor to the board for the Natural Language Processing book series (new projects) of John Benjamins Publishers; a regular reviewer for international journals, conferences and for research grant proposals. On a more informal side I am an International Master in fencing, a decent tennis player and a keen roller-blader.

Experience:

May 2000 -- present: Independent Consultant for Infogistics Ltd.

Infogistics is a new Edinburgh company which specializes in development of advanced document search and retrieval technologies. I led the development of several major modules of their new generation search engine RealTerm. One of these modules (XLator) transforms XML-encoded data generated by RealTerm Query Server into HTML, combining XSLT-style transformations with Perl string processing. Another major module extracts index terms from search results in real-time and therefore was implemented in C++. I also developed a GUI front-end to RealTerm using Java Swing and was involved in development of various CGI scripts combining Perl and XML.

1998--May 2000: Project Leader at Xanalys Inc. / Harlequin Inc.

Xanalys (spin-off from Harlequin Inc.) is an industry leader in producing Information Management solutions to law enforcement sector. Initially I was working as a Senior Developer in the Adaptive Systems Group where I developed PowerIndexer^(tm), a system which extracts facts from texts in English. This system was implemented in C++ using COM architecture. It communicated with other modules by passing XML annotated data and with a data base through ODBC using SQL. After a company restructure I led a team of 4 developers to deliver software for data mining from the WEB, knowledge discovery and document indexing. We produced several systems using Java, C++ and Perl with XML data interchange format. I also was responsible for visiting Xanalys' client organizations (both in the UK and US) to identify user requirements.

1998--present: Senior Consultant

1993--1998: Senior Researcher/Developer at the LTG, University of Edinburgh

The Language Technology Group (LTG) is acclaimed as a world-leader in providing synergy between language processing and XML technologies. In the LTG I collaborated with Henry Thompson (leader of W3C XML schema working group) and other world-class XML experts in the design of LT XML which is an integrated set of XML tools and a developers' tool-kit (C API) which is now one of the industry standards. Using the XML paradigm I developed a name identification system which in 1998 won the prestigious Message Understanding Competition (MUC-7) organized by DARPA (US defence). I also led and was actively involved in designing and building software in several other projects of the LTG including document indexing and classification, statistical language modeling, document summarization, text-to-speech generation, etc.

1990--1993: Chief Technology Officer at AlgoSoft Ltd.

AlgoSoft (a spin-off from the Russian Academy of Sciences) was one of the first Russian companies specializing in WEB design and multimedia title development. For three years I was the technical leader of this company and was in charge of several projects with international industrial partners including the development of two multimedia CD ROMs. I was responsible both for technical solutions as well as for coordination of technical and non-technical (graphics and content development) activities of the company.

1987--1990: Researcher/Developer at Russian Academy of Sciences (IPIRAN).

Right after my graduation I was employed by the Speech and Language Department of IPIRAN where I developed a system for terminology acquisition from Russian corpora using C/C++.

Education:

1988--1991 Doctoral degree (PhD) in Computer Science from Moscow Technical University

Thesis: ``Extraction of Conceptual Knowledge from Texts in Russian"

1981--1987 Masters degree in Computer Science (top distinction) from Moscow Technical University

Final thesis: ``Implementation of the SPELL command for Russian in UNIX environment"

[Back to my main page](#)

Andrei Mikheev

Last modified: Tue Dec 21 18:37:05 GMT 2000

EXPRESS MAIL CERTIFICATE

9/28/01 6276771859105
Date Label No.

I hereby certify that, on the date indicated above, this paper or fee was deposited with the U.S. Postal Service & that it was addressed for delivery to the Assistant Commissioner for Patents, Washington, DC 20231 by "Express Mail Post Office to Addressee" service.

PLEASE CHARGE ANY DEFICIENCY UP TO \$300.00 OR CREDIT ANY EXCESS IN THE FEES DUE WITH THIS DOCUMENT TO OUR DEPOSIT ACCOUNT NO. 04-0100

Name (Print)

Signature

Customer No.:



07278

PATENT TRADEMARK OFFICE



Docket No.: 3166/1G947-US1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Andrei MIKHEEV

Serial No.: 09/823,284

Art Unit: 2171

Confirmation No.: 6790

Filed: March 30, 2001

Examiner:

For: METHOD AND SYSTEM FOR GATHERING, ORGANIZING AND
DISPLAYING INFORMATION FROM DATA SEARCHES

DECLARATION OF JON PITT
IN SUPPORT OF PETITION FOR FILING UNDER 37 C.F.R. §1.47(b)

I, JON PITT, declare the following:

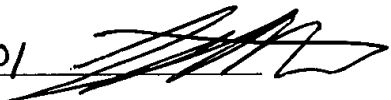
1. I am an employee and the Global Operations Manager of Xanalys Incorporated (hereinafter "Xanalys") located at 95 Sawyer Road, Waltham, MA 02453.

2. On behalf of Xanalys I sent a letter (copy attached hereto as Exhibit A) to Andrei Mikheev via Federal Express on March 15, 2001.

3. A copy of the Federal Express receipt (bearing a signature and acknowledging receipt) is attached as Exhibit B.

4. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Dated: 9/17/2001

Signed: 9/17/2001 



URGENT

RESPONSE REQUIRED

RE: U.S. Provisional Patent Application Serial No. 60/193,811

Filed on March 31, 2000

for a Method and System for Gathering, Organizing, and Displaying Information from Data Searches


Dear Mr. Mikheev:

We are enclosing a U.S. Patent application for the above-referenced invention. This application must be filed on or before March 31, 2001. This application is owned by Harlequin Limited pursuant to the terms of your contract of employment.

Please review the application, which is essentially the same as the provisional patent application that you reviewed prior to filing. If the application is in order, please sign and date the Declaration (no notarization is required) and the Assignment (enclosed) and return the signed documents to me (in the enclosed prepared Fedex courier package) for filing in the Patent & Trademark Office prior to March 31, 2001.

Thank you for your cooperation.

Sincerely,



Jon Pitt
Global Operations Manager
Xanalys



Federal Express Europe Inc
Sutherland House
Marlock Road
Coventry CV1 4JQ

FACSIMILE TRANSMITTAL SHEET

TO: <i>Jon Pitt</i>	FROM: <i>Matt Davey</i>
FAX NUMBER: <i>001 787361949</i>	RETURN TELEPHONE NUMBER: <i>0800123800</i>
DATE: <i>7/5/2007</i>	RETURN FAX NUMBER: <i>+44 (024) 76638606</i>
Re: Airwaybill number <i>462894395194</i>	TOTAL NO. OF PAGES INCLUDING COVER <i>2.</i>

☒ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

Please see attached proof of delivery.

Matt

The information contained in this facsimile is confidential and intended for the individual or entity named below. If the reader of this message is not the intended recipient (or the employee or agent responsible for delivering it to the intended recipient) you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone immediately or mail the facsimile back at the above/below address. Thank you.

Exp. advice provided by the Company will be subject to the Company's standard terms of contract for such services in any of which standard terms

THE

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**SECURICOR
OMEGA
EXPRESS**

Attn: Don Pitt #

NO. 64 MAY 27 1964
FIVE & PACE CARPETS








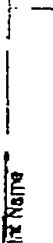




MATT DAVEY
FEDERAL EXPRESS CORPORATION
SUTHERLAND HOUSE
MATLOCK RD
POLESHILL
CV1 4JQ

Date: 17th May 2001
Call ID:

Dear MATT DAVEY

Here are copies of our Signline delivery records, showing signatures for the packages about which you recently enquired.

Parcel No: 325121868835

 ARCUTICON OMEGA <small>DELIVERY MANIFEST</small>	Branch Name SGV	Identification No. 5546	Branch Name SGV	Identification No. 5546	Barcode  06208182	Date 10/1/09	County 01	City San Jose	
	Signature 	Print Name Wickhree	Signature 	Print Name Wickhree	Signature 	Print Name Wickhree	Signature 	Print Name Wickhree	Signature 
Signature 	Print Name Wickhree	Signature 	Print Name Wickhree	Signature 	Print Name Wickhree	Signature 	Print Name Wickhree	Signature 	Print Name Wickhree

Customer No.:



07278

PATENT TRADEMARK OFFICE

Docket No.: 3166/1G947-US1

**DECLARATION
AND POWER OF ATTORNEY
Original Application**

As a below named inventor, I declare that the information given herein is true, that I believe that I am the original, first and sole inventor if only one name is listed at 1 below, or a joint inventor if plural inventors are named below, of the invention entitled:

**METHOD AND SYSTEM FOR GATHERING, ORGANIZING AND DISPLAYING
INFORMATION FROM DATA SEARCHES**

which is described and claimed in:

☒ the attached specification or

☐ the specification in application
Serial No. , filed
(for declaration not accompanying appl.)

that I do not know and do not believe that the same was ever known or used in the United States of America before my or our invention thereof or patented or described in any printed publication in any country before my or our invention thereof, or more than one year prior to this application, or in public use or on sale in the United States of America more than one year prior to this application, that the invention has not been patented or made the subject of an inventor's certificate issued before the date of this application in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns more than twelve months prior to this application, that I acknowledge my duty to disclose information of which I am aware which is material to patentability in accordance with 37 CFR §1.56. I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above. I hereby claim the priority benefits under 35 U.S.C. §119 of any application(s) for patent or inventor's certificate listed below. All foreign applications for patent or inventor's certificate on this invention filed by me or my legal representatives or assigns prior to the application(s) of which priority is claimed are also identified below.

PRIOR APPLICATION(S), IF ANY, OF WHICH PRIORITY IS CLAIMED

<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>DATE OF FILING</u>
U.S.A.	60/193,811	31 March 2000

ALL FOREIGN APPLICATIONS, IF ANY, FILED PRIOR
TO THE APPLICATION(S) OF WHICH PRIORITY IS CLAIMED

COUNTRY APPLICATION NO. DATE OF FILING

POWER OF ATTORNEY:

As a named inventor, I hereby appoint the following attorney(s) and/or agents(s) to prosecute this application and transact all business in the Patent and Trademark office connected therewith: Gordon D. Coplein #19,165, Michael J. Sweedler #19,937, S. Peter Ludwig #25,351, Paul Fields #20,298, Marc S. Gross #19,614, Joseph B. Lerch #26,936, Melvin C. Garner #26,272, Ethan Horwitz #27,646, Adda C. Gogoris #29,714, Bert J. Lewen #19,407, Henry Sternberg #22,408, Peter C. Schechter #31,662, Robert Schaffer #31,194, Robert C. Sullivan, Jr. #30,499, Ira J. Levy #35,587, Joseph R. Robinson #33,448, Scott G. Lindvall #40,325, Paul F. Fehlner, Ph.D. #35,135, David Leason #36,195, Chanah Brenson # P-47,442

all of the firm of DARBY & DARBY P.C., 805 Third Avenue, New York, NY 10022

SEND CORRESPONDENCE TO: DIRECT TELEPHONE CALLS TO:

DARBY & DARBY P.C.	Chanah Brenson
805 Third Avenue	
New York, NY 10022	212-527-7700

FULL NAME AND RESIDENCE OF INVENTOR 1

LAST NAME: MIKHEEV	FIRST NAME: Andrei	MIDDLE NAME:
CITY: Edinburgh	FOREIGN COUNTRY: Scotland, U.K.	COUNTRY OF CITIZENSHIP: United Kingdom
POST OFFICE ADDRESS: 46 Elm Row	CITY: Edinburgh	
COUNTRY: Scotland, U.K.	POSTAL CODE: EH7 4AH	

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

SIGNATURE OF INVENTOR 1: _____ DATED: _____

Customer No.:



07278

PATENT TRADEMARK OFFICE

Docket No. 3166/1G947-SU1

ASSIGNMENT

I, **Andrei MIKHEEV**, a citizen of United Kingdom, residing at 46 Elm Row, Edinburgh, Scotland EH7 4AH, U.K. (hereinafter called "ASSIGNOR") in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, paid to me by

HARLEQUIN LIMITED

a corporation organized under the laws of England and Wales, located at Barrington Hall, Barrington, Cambridge, England CB2 5RG (hereinafter called the "ASSIGNEE"), do hereby sell and assign to said ASSIGNEE, its successors and assigns, all my right, title and interest, throughout the world, including priority rights, in and to my invention described in U.S. Provisional Patent Appl. 60/193,811 filed March 31, 2000 entitled:

METHOD AND SYSTEM FOR GATHERING, ORGANIZING AND DISPLAYING INFORMATION FROM DATA SEARCHES

invented by me, as a co-inventor if other inventors are identified above, and described in a patent application executed on even date herewith for United States Letters Patent therefor, and all divisions, reissues, continuations and extensions thereof, said interest being my entire ownership interest in said Letters Patent when granted, to be held and enjoyed by said ASSIGNEE, its successors, assigns or other legal representatives, to the full end of the term for which said Letters patent may be granted, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made;

And I hereby agree to sign and execute any further documents or instruments which may be necessary, lawful, and proper in the prosecution of said above-named application or in the preparation and prosecution of any continuing, continuation-in-part, substitute, divisional, renewal or reissue applications, or in any amendment, extension, or interference proceedings, or otherwise to secure the title thereto in said ASSIGNEE;

And I hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

I declare under penalty of perjury under the laws of the United States of America that I have signed this document as my own free act and that all of the foregoing is true and correct.

Andrei MIKHEEV

DATED: _____

TAYLOR JOYNSON GARRETT

Our reference

JMM/SXJ

Your reference

Mr Andrei Mikheev
46 (2F2) Elm Row
Edinburgh
Scotland EH7 4AH

Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0DX

Tel: +44 (0)20 7300 7000

Fax: +44 (0)20 7300 7100

DX 41 London

www.tjg.co.uk

16 August 2001

COPY

Dear Sir

US Patent Applications Numbers 60/193,811 and 09/823,284 entitled "Method and System for Gathering, Organising, and Displaying Information from Data Searches"

We are solicitors for Xanalys Incorporated of 95 Sawyer Road, Waltham, MA ("Xanalys").

We refer to the letters to you from Jon Pitt of Xanalys dated 15 March 2001 and from Xanalys' US attorneys Darby & Darby dated 28 March requesting that you execute a Declaration & Power of Attorney and an Assignment concerning the above invention. We are instructed no reply to these letters has been received.

We enclose a Declaration & Power of Attorney and Assignment in respect of the above mentioned US Patent Applications in favour of Xanalys Incorporated. We request that you execute and return these to us.

Please would you note that if we have not received the enclosed Declaration & Power of Attorney and Assignment executed by you, by close of business on **Friday 31 August**, our client will begin entitlement proceedings under section 12 of the Patents Act 1977 without further notice. We also enclose in draft the Statement of Case and Patent Office Form 2/77 that would be filed in such proceedings.

We look forward to hearing from you soon.

Yours faithfully

Taylor Joynton Garrett

TAYLOR JOYNSON GARRETT

This firm is regulated by the Law Society in the conduct of investment business
A list of partners' names may be inspected at the above address

VAT Registration Number GB 524 0967 48

EU Office
14 Rue Montoyer
1000 Brussels, Belgium
Tel: +32 (0)2 514 0402
Fax: +32 (0)2 515 0088
DX 1090 Brussels

Bucharest Office
Str. Popa Savu nr. 5
Sector 1, Bucharest
Romania
Tel: +40 (0)1 222 1313
Fax: +40 (0)1 222 2626

Customer No.:



07278

PATENT TRADEMARK OFFICE

Docket No. 3166/1G947-SU1

ASSIGNMENT

I, **Andrei MIKHEEV**, a citizen of United Kingdom, residing at 46 Elm Row, Edinburgh, Scotland EH7 4AH, U.K. (hereinafter called "ASSIGNOR") in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, paid to me by

XANALYS INCORPORATED

a corporation organized under the laws of Delaware, located at 95 Sawyer Road, Three University Park, Waltham MA 02453 (hereinafter called the "ASSIGNEE"), do hereby sell and assign to said ASSIGNEE, its successors and assigns, all my right, title and interest, throughout the world, including priority rights, in and to my invention described in U.S. Patent Appl. 09/823,284 filed March 30, 2001 and claiming priority from U.S. Provisional Patent Appl. 60/193,811 filed March 31, 2000 both entitled:

**METHOD AND SYSTEM FOR GATHERING, ORGANIZING AND DISPLAYING
INFORMATION FROM DATA SEARCHES**

invented by me, as a co-inventor if other inventors are identified above, and described in a patent application executed on even date herewith for United States Letters Patent therefor, and all divisions, reissues, continuations and extensions thereof, said interest being my entire ownership interest in said Letters Patent when granted, to be held and enjoyed by said ASSIGNEE, its successors, assigns or other legal representatives, to the full end of the term for which said Letters patent may be granted, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made;

And I hereby agree to sign and execute any further documents or instruments which may be necessary, lawful, and proper in the prosecution of said above-named application or in the preparation and prosecution of any continuing, continuation-in-part, substitute, divisional, renewal or reissue applications, or in any amendment, extension, or interference proceedings, or otherwise to secure the title thereto in said ASSIGNEE;

And I hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

I declare under penalty of perjury under the laws of the United States of America that I have signed this document as my own free act and that all of the foregoing is true and correct.

Andrei MIKHEEV

DATED: _____

Customer No.:

Docket No.: 3166/1G947-US1

**DECLARATION
AND POWER OF ATTORNEY
Original Application**

As a below named inventor, I declare that the information given herein is true, that I believe that I am the original, first and sole inventor if only one name is listed at 1 below, or a joint inventor if plural inventors are named below, of the invention entitled:

**METHOD AND SYSTEM FOR GATHERING, ORGANIZING AND
DISPLAYING INFORMATION FROM DATA SEARCHES**

which is described and claimed in:

☐ the attached specification or ☒ the specification in appl. Serial No. 09/823,284, filed March 30, 2001
(for declaration not accompanying appl.)

that I do not know and do not believe that the same was ever known or used in the United States of America before my or our invention thereof or patented or described in any printed publication in any country before my or our invention thereof, or more than one year prior to this application, or in public use or on sale in the United States of America more than one year prior to this application, that the invention has not been patented or made the subject of an inventor's certificate issued before the date of this application in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns more than twelve months prior to this application, that I acknowledge my duty to disclose information of which I am aware which is material to patentability in accordance with 37 CFR §1.56. I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above. I hereby claim the priority benefits under 35 U.S.C. §119 of any application(s) for patent or inventor's certificate listed below. All foreign applications for patent or inventor's certificate on this invention filed by me or my legal representatives or assigns prior to the application(s) of which priority is claimed are also identified below.

PRIOR APPLICATION(S), IF ANY, OF WHICH PRIORITY IS CLAIMED

<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>DATE OF FILING</u>
U.S.A.	60/193,811	31 March 2000

**ALL FOREIGN APPLICATIONS, IF ANY, FILED PRIOR
TO THE APPLICATION(S) OF WHICH PRIORITY IS CLAIMED**

<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>DATE OF FILING</u>
----------------	------------------------	-----------------------

POWER OF ATTORNEY:

As a named inventor, I hereby appoint the following attorney(s) and/or agents(s) to prosecute this application and transact all business in the Patent and Trademark office connected therewith: Gordon D. Coplein #19,165, Michael J. Sweedler #19,937, S. Peter Ludwig #25,351, Paul Fields #20,298, Marc S. Gross #19,614, Joseph B. Lerch #26,936, Melvin C. Garner #26,272, Ethan Horwitz #27,646, Adda C. Gogoris #29,714, Bert J. Lewen #19,407, Henry Sternberg #22,408, Peter C. Schechter #31,662, Robert Schaffer #31,194, Robert C. Sullivan, Jr. #30,499, Ira J. Levy #35,587, Joseph R. Robinson #33,448, Scott G. Lindvall #40,325, Paul F. Fehlner, Ph.D. #35,135, David Leason #36,195, Chanah Brennsnson # P-47,442

all of the firm of DARBY & DARBY P.C., 805 Third Avenue, New York, NY 10022

SEND CORRESPONDENCE TO:

DIRECT TELEPHONE CALLS TO:

DARBY & DARBY P.C.
805 Third Avenue
New York, NY 10022

Chanah Brenenson
212-527-7700

FULL NAME AND RESIDENCE OF INVENTOR 1

LAST NAME: MIKHĖEV

FIRST NAME: Andrei

MIDDLE NAME:

CITY: Edinburgh

FOREIGN COUNTRY: Scotland, U.K.

COUNTRY OF CITIZENSHIP: United Kingdom

POST OFFICE ADDRESS: 46 (2F2) Elm Row

CITY: Edinburgh

COUNTRY: Scotland, U.K.

POSTAL CODE: EH7 4AH

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

SIGNATURE OF INVENTOR 1: _____ DATED: _____
Andrei Mikheev

Patents Form 2/77

Patents Act 1977
(Rules 7, 8, 11-14, 43, 54, 55, 58-60,
62, 64, 68, 69, 72-75)



Initiation of proceedings before the Comptroller

(See the notes on the back of this form. You can also get
a leaflet from the Patent Office explaining the use of
this form)

The Patent Office

Cardiff Road
Newport
South Wales
NP10 8QQ

1. Your reference JMM/SXJ/XAN-1-1 (TAYLOR JOYNSON GARRETT)

2. Patent application or patent number (s)
which the proceedings relate to. If none,
write "NONE" US PROVISIONAL PATENT APPLICATION NO: 06/193,811
US PATENT APPLICATION NO: 09/823,284

3. Full name of the or of each patent applicant
or proprietor
(if known) BOTH US PATENT APPLICATIONS: ANDREI MIKHEEV
(APPLICANT AND INVENTOR/EMPLOYEE)

4. Your full name, address and postcode
XANALYS INCORPORATED
95 SAWYER ROAD
WALTHAM
MA, 02453
USA
Patents ADP number (if you know it)

5. Relevant section (s) of the Patents Act 1977
(see notes (d) & (e)) S.12 (1)(a) PATENTS ACT 1977

6. Name of your agent (if you have one)

"Address for service" in the United
Kingdom to which all correspondence
should be sent
(including the postcode)

TAYLOR JOYNSON GARRETT
CARMELITE
50 VICTORIA EMBANKMENT
BLACKFRIARS
LONDON EC4Y ODX

Patents ADP number (if you know it)

7. Signature Date

8. Name and daytime telephone number of
person to contact in the United Kingdom JAMES MARSHALL OR SHAMEER JASANI
TEL: 020 7300 7000
(TAYLOR JOYNSON GARRETT)

Patents Form 2/77

**REFERENCE BY XANALYS INCORPORATED UNDER
SECTION 12(1) PATENTS ACT 1977 IN RESPECT OF
UNITED STATES PATENT APPLICATIONS 06/193,811 AND 09/823,284**

REFERER'S STATEMENT OF CASE

1. Mr Andrei Mikheev was from 6 April 1998 employed under a contract of employment ("the Contract") by English company number 02002807, then called Harlequin Limited ("Harlequin I") as a Software Developer within its Applications Division. A copy of the Contract forms Annex 1 hereto.
2. Mr Mikheev's normal duties as an employee were at all material times such that an invention might reasonably be expected to result from the carrying out of his duties. Clause 16 of the Contract provided as follows:-

Property Rights in Inventions

(a) It is acknowledged that procedures or inventions might result from the carrying out of your duties of employment and that you are under a duty to further the interests of the Company. Consequently, any procedures, processes, formulae, methods of production, or invention (hereinafter "the said procedures or inventions") which you may evolve, discover or invent at any time during the course of your normal duties, or duties assigned to you by the Company, shall be disclosed to the Company and shall be the exclusive property of the Company.

(b) At the request of the Company, you will make or join in such applications, execute such deeds and do all other acts as are necessary to secure and where appropriate register in the name of the Company any letters, patent copyrights and or trade marks in the United Kingdom and elsewhere in respect of the said procedures or inventions.

(c) For the avoidance of doubt, it is specifically declared that the provisions of this clause apply to any inventions, discovery or improvement made by you whether inside or outside normal office hours and whether made with the use of the Company's premises machinery or equipment or not.

(d) For the further avoidance of doubt, it is understood and agreed that only such of the said procedures or inventions as have been evolved discovered or invented by you prior to the commencement of employment with the Company and are set out in the attached Schedule of Employee's Prior Inventions shall remain your property and shall be outside the terms of this paragraph 16."

3. The Schedule of Employee's Prior Inventions referred to in Clause 16(d) of the Contract contained no entries.
4. On 9 July 1999 Harlequin I sold its assets (including all technical information and know-how) to English registered company 2049413 (then called Heights Digital Limited). Pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 1981 ("TUPE") employment of Mr Mikheev with Harlequin I was taken over by company 2049413 on the terms set out in the Contract (including the aforementioned Clause 16).
5. On 27 July 1999 company 2049413 changed its name to Harlequin Limited ("Harlequin II").
6. In or about October 1999, the management of Harlequin II decided to initiate a project with a view to developing a product to facilitate the retrieval and analysis of information obtained from the internet ("the Project"). The proposed product was known as "Context Based Retrieval" or "CBR" (also known as "Context and Content Recognition and Retrieval" or "CCR"). Mr Mikheev was one of the software developers assigned to the Project.

7. In the course of the Project, and accordingly in the course of his normal duties as an employee of Harlequin II, Mr Mikheev made or contributed to an invention ("the Invention") which formed the subject matter of U.S. Provisional Patent Application serial no. 06/193,811 entitled "Method and System for Gathering, Organising and Displaying Information From Data Searches" and filed on 31 March 2000 ("the Provisional Patent Application"). Mr Mikheev was named in the Provisional Patent Application as the Inventor.
8. By virtue of Mr Mikheev being an employee of Harlequin II with duties and on terms set out in the Contract (including in particular Clause 16 described in paragraph 2 above), Harlequin II was entitled to all right, title and interest in and to Mr Mikheev's contribution to any Invention and any patent in respect thereof.
9. It is a requirement of US practice that during prosecution the named inventor be applicant for a patent notwithstanding the fact that his employer may be entitled to the invention and any patent resulting therefrom. Mr Mikheev was duly named as the applicant in respect of the Provisional Patent Application in accordance with that practice.
10. On 1 April 2000 Harlequin II sold the business of developing and marketing of information management and software tools products ("Business") to a connected company, Xanalys Limited (English company 3787663). Pursuant to TUPE, the employment of Mr Mikheev was taken over by Xanalys Ltd on 1 April 2000 on the terms set out in the Contract (including the aforementioned Clause 16).
11. Also on 1 April 2000 Harlequin II sold to Xanalys Incorporated of Delaware, USA ("Xanalys"), the parent company of the aforementioned Xanalys Limited, all the intangible assets (including all patents, know-how, computer software and all other intellectual and industrial property rights and the benefit of all applications for patents) insofar as they related to the Business. As a result Xanalys as from 1 April 2000 became entitled to all right, title and interest in and to the Provisional Patent Application and the Invention.
12. Mr Mikheev was at all material times employed in the United Kingdom.
13. By an email dated 1 May 2000 Mr Mikheev resigned from Xanalys Limited with effect from 31 May.

14. By a letter dated 15 March 2001 (delivered 21 March 2001), Mr John Pitt of Xanalys has requested Mr Mikheev to execute a declaration and an assignment of all rights in the Provisional Patent Application. A copy of the letter forms Annex 2 hereto. By a letter dated 28 March 2001, US attorneys Darby & Darby made a further request of Mr Mikheev to execute a declaration and an assignment. A copy of the letter of 28 March 2001 forms Annex 3 hereto.
15. In breach of his obligation under clause 16(b) of his employment contract Mr Mikheev has notwithstanding the aforesaid request, failed and continues to fail to execute the requested declaration and assignment.
16. On 30 March 2001 US Patent Application 09/823,284 was filed claiming priority from the Provisional Patent Application.
17. Xanalys therefore requests:-
 - (a) that the Comptroller confirm the entitlement of Xanalys alone to the Invention, to the Provisional Patent Application, US Patent Application 09/823,284, any other application for a patent for the Invention proceeding in the US and to any patent granted thereon;
 - (b) that the Comptroller direct Mr Mikheev to execute a declaration & power of attorney and assignment document in appropriate form in favour of Xanalys in respect of the Invention and all patent applications pending in the US therefor and/or that he grants such other order or relief he thinks fit to give effect to the determination under (a) above;
 - (c) that the Comptroller orders that in the event that Mr Mikheev fails to execute the declaration & power of attorney and the assignment document (referred to in (b) above) within 14 days of such direction Xanalys shall be authorised to do so on Mr Mikheev's behalf;
 - (d) that the Comptroller award costs to Xanalys.

Dated this day of August 2001

Statement of Truth

I confirm that the information contained in this Statement of Case is true to the best of my knowledge and belief.

Signed.....

Name.....

Position.....

**REFERENCE BY XANALYS INCORPORATED UNDER
SECTION 12(1) PATENTS ACT 1977 IN RESPECT OF
UNITED STATES PATENT APPLICATIONS 06/193,811 AND 09/823,284**

ANNEX 1

This is Annex 1 referred to in the Referer's Statement of Case dated
2001.

day of August

HARLEQUIN LIMITED
CONTRACT OF EMPLOYMENT

This Contract of Employment contains the particulars required to be given under Section 1 of the Employment Protection (Consolidation) Act 1978 as amended (hereinafter, "the Act")

1. DUTIES

- (a) You, the Employee, are employed by Harlequin Limited ("the Company"), as a Software Developer within our Applications Division, in accordance with instructions given by duly authorised representatives of the management of the Company ("the Management").
- (b) You will at all times conform to and comply with the directions and regulations from time to time given or made by the Management and shall well and faithfully serve the Company and shall use your best endeavours to promote the interest of the Company, and of any companies that may now or in the future be related or associated bodies corporate of the Company including, but not limited to, holding, parent, subsidiary and sister companies, and subsidiaries of the same (hereinafter, "Related Companies").

2. TERM

Your employment with the Company will begin on Monday 6th April 1998. No employment with a previous employer counts as part of your continuous period of employment with the Company for the purposes of the Act.

3. SALARY

Your annual salary will be £31,000 per year to be paid monthly in arrears on the last working day of the month. Your performance and salary will be reviewed in January and July of each year but in neither instance will this review necessarily result in a salary increase. The awarding, if any, of salary increases depends entirely on an assessment of your performance by your superior officers and upon the Company's financial ability to pay. If awarded, pay increases may vary widely within the Company.

4. PLACE OF WORK

Your normal place of employment is Edinburgh, UK but you will carry out your duties at other locations (including abroad) if required to do so by the Management, and in such cases the terms and conditions of your employment may vary accordingly to comply with the standard practices and legal requirements of the particular location, but in any case your overall compensation package in the Company will not be compromised as a result of any such relocation.

5. WORKING HOURS

You are required to work during all normal business hours and also at such times and for such periods as the efficient and conscientious discharge of your duties requires. You will not be paid overtime for work outside normal business hours and time off in lieu of such working will only be given in exceptional cases and by prior written agreement with the Management.

6. HOLIDAY

- (a) Your current annual holiday entitlement is twenty three (23) working days paid leave, in addition to public holidays. This will rise to twenty five (25) days per annum after two (2) years of service and to twenty seven (27) days per annum after five (5) years of service, to be implemented in the second and fifth years following the anniversary of your starting date of employment with the Company ("Anniversary Date"), respectively, as follows:

If your Anniversary Date falls between 1 January and 30 June, you shall be entitled to two (2) additional days of annual paid holiday leave as of the second and the fifth years, respectively; if your Anniversary Date falls between 1 July and 31 December, you shall be entitled to one (1) additional day of annual holiday leave as of the second and fifth years, respectively, and to one (1) further additional day of annual holiday leave in each year thereafter, up to the maximum entitlement applicable for your length of service.

- (b) Leave must be taken at a time convenient to, and agreed by, the Management. A minimum of one (1) week's notice must be given for any leave to be taken and no more than ten (10) working days leave must

be taken at any one time.

7. SICKNESS/INJURY

- (a) Payment of salary during periods of sickness or injury will be made for a maximum of twenty-one (21) working days absence in any twelve (12) month period on production of the appropriate medical certificate(s). If you receive any sickness pay or holiday pay for the relevant period, Statutory Sickness Pay will be deducted from such sum.
- (b) Statutory Sick Pay will be paid in accordance with the Statutory Scheme current at the time of absence. Statutory Sick Pay will only be paid against production of the required Medical Certificate or Certificates as required by clause 7(c) hereof.
- (c) If you are late for work or absent for any cause, a telephone call must be made by you or someone on your behalf to your immediate supervisor as soon as possible. If you are absent due to illness for a period of more than three (3) days you must furnish the Management with a Medical Certificate signed by yourself. If you are absent due to illness for eight (8) days or more you must furnish the Management with a Doctor's Certificate. A new Doctor's Certificate covering all subsequent periods of absence must be produced every four (4) weeks if absence due to illness continues.
- (d) In the event of your inability to work due to sickness or injury for a continuous period greater than three (3) months or for an aggregate of ninety (90) days in any calendar year, your continued employment will be at the discretion of the Management.

8. PENSION

You are entitled to be a member of the Company's non-contributory Pension Scheme should you so wish. Full details of the scheme will be made available to you upon request to the Management. The Company is not contracted out of the State Pension Scheme and there is therefore no contracting out certificate in force in respect of your employment. If you already have and wish to continue, or wish to start, a personal pension plan rather than joining the Company's non-contributory Pension Scheme, the Company is willing to contribute the agreed amount to this pension instead of to the Company Scheme. Please see the

Management about this.

9. LIMITATION OF EMPLOYMENT

Whilst employed by the Company you will not be employed by, or undertake work in any capacity (whether as consultant or otherwise howsoever) for or be involved in any way with any other person firm or company of any description whatsoever, where to do so could reasonably be expected to harm the Company's or any Related Company's business in any way. In any case, if you are currently or you become employed by, or you undertake work, or are involved or become involved in any way with any other person firm or company of any description whatsoever, you will immediately notify the Company that you are doing so or that you intend to do so.

10. TERMINATION

The amount of notice required to terminate your employment by the Company for the first four (4) years of your employment is four (4) weeks' written notice and thereafter one (1) further week for each additional year that you are employed, up to a maximum of twelve (12) weeks. You must give not less than four (4) weeks' notice in writing to the Company to terminate your employment. The Company reserves the right to make payment to you in lieu of notice.

11. SUMMARY TERMINATION

In any of the following cases, the Company may terminate your employment by written notice taking effect on the date of its service, in which case you shall not be entitled to any further payment from the Company except such sum as shall have accrued due:-

- (a) if you commit a serious breach of the terms of this Agreement;
- (b) if you are convicted by any court of an offence of fraud or dishonesty.

The circumstances mentioned above entitling the Company to dismiss you without notice are not exhaustive and the Company reserves the right to terminate your employment in other circumstances involving gross misconduct.

Waiver by the Company of a breach by you of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12. VARIATIONS

The Company reserves the right to offer you employment of a similar nature to your employment hereunder should the need arise. You will be notified in writing, in accordance with the Act, of any amendment to the terms of employment within one (1) month of the change coming into operation.

13. COMPANY CARS AND EXPENSES

- (a) If your job entails the use of a Company car (which shall be entirely at the discretion of the Company) you will be bound by the rules and regulations in respect of this car in force at any time. These will be explained to you when you receive your Company car and may change from time to time.
- (b) You will be paid all expenses considered reasonable by the Company incurred by you in the performance of your duties under this Agreement. You shall on being so required, provide the Company with vouchers or other evidence of actual payment of the expenses.
- (c) You must provide the Company with vouchers or other evidence of actual payment of any relocation or related expenses paid by the Company.

14. SPECIAL TERMS OF EMPLOYMENT

- (a) You shall not, except in the proper course of your duties (or unless ordered to do so by a court of competent jurisdiction) divulge any information concerning the business transactions, secrets or affairs of the Company or of any Related Company or of its or their clients or customers either while you are employed by the Company or at any time after ceasing to be employed by the Company.
- (b) On ceasing to be employed by the Company or a Related Company for whatsoever reason, you undertake and agree not to remove or retain any customer lists, memoranda, notes, records, reports, files, computer programs, source program listings, accounting records, or any other documents or property of the Company or any Related Company or any customer thereof of whatsoever nature. In particular (but without prejudice to the generality of the foregoing) you also undertake not to

remove or retain any diskettes, magnetic tapes, information in any medium whatever, magnetic or electronic or computer equipment of any description belonging to the Company or any Related Company or any customer thereof.

15. RESTRICTIONS

During the period of one (1) year immediately following the termination of your employment you shall not, either on your own account or for any other person, firm or Company, where to do so could reasonably be expected to harm the business of the Company or of any Related Company:

- (a) solicit business from or serve any customer of the Company (or of any Related Company) to whom you have rendered any services on behalf of the Company or Related Company during the twelve (12) months immediately preceding the date of termination of your employment;
- (b) solicit business from or serve any customer of the Company (or of any Related Company) to whom to your knowledge the Company or any Related Company has rendered any services during the twelve (12) months immediately preceding the date of termination of your employment;
- (c) solicit or entice away from the Company, or any Related Company (or attempt to do so) any consultant or employee or servant of the Company (or of any Related Company).

The restrictions in (a) and (b) relate only to solicitation or serving customers for the same or similar business, or business which competes with, that of the Company or any Related Company.

Each of the above clauses of this paragraph shall be separate, distinct and severable from each other clause. If one such clause shall be held to be invalid, the other clauses will be unaffected thereby.

16. PROPERTY RIGHTS IN INVENTIONS

- (a) It is acknowledged that procedures or inventions might result from the carrying out of your duties of employment and that you are under a duty to further the interests of the Company. Consequently, any procedures,

processes, formulae, methods of production, or inventions (hereinafter "the said procedures or inventions") which you may evolve, discover or invent at any time during the course of your normal duties, or duties assigned to you by the Company, shall be disclosed to the Company and shall be the exclusive property of the Company.

- (b) At the request of the Company, you will make or join in such applications execute such deeds and do all other acts as are necessary to secure and where appropriate register in the name of the Company any letters patent copyrights and or trade marks in the United Kingdom and elsewhere in respect of the said procedures or inventions.
- (c) For the avoidance of doubt, it is specifically declared that the provisions of this clause apply to any inventions, discovery, or improvement made by you whether inside or outside normal office hours and whether made with the use of the Company's premises machinery or equipment or not.
- (d) For the further avoidance of doubt, it is understood and agreed that only such of the said procedures or inventions as have been evolved discovered or invented by you prior to the commencement of employment with the Company and are set out in the attached Schedule of Employee's Prior Inventions shall remain your property and shall be outside the terms of this paragraph 16.

17. MATERNITY

The Company will comply with the statutory provision in respect of maternity leave and pay.

18. DISCIPLINARY AND GRIEVANCE PROCEDURE

If you are dissatisfied with any disciplinary decision or if you wish to raise any grievance relating to your employment you should in the first instance raise the matter with your immediate superior. If you wish to appeal against any decision you will be entitled to refer the matter in writing to the Board of Directors of the Company whose decision will be final.

19. SAFETY

You are required to abide by such safety policies on the Company's premises as

the Company may from time to time adopt and of which the Company will keep you informed. In the event of failure to comply with any safety regulations action will be taken under the Disciplinary Procedure. For these purposes relevant notices will from time to time be displayed on the Company's staff notice board and you should inspect this notice board on a regular basis. You acknowledge that the displaying of such notices shall discharge the Company's obligation to notify employees of such policies and/or any regulations with which employees must comply.

20. SERVICE OF NOTICES

Any notice given under the provision of this agreement shall be in writing and shall be duly served

- (a) on you, if provided to you at your normal place of work, or left at or sent by ordinary letter post to your last known address in the United Kingdom;
- (b) on the Company, if handed personally to a director of the Company or to the Company Secretary or left at or sent by ordinary letter post to the Company's registered office;

And it shall be assumed unless the contrary be proved that any notice sent by post within the United Kingdom shall have been delivered three (3) days after despatch.

21. PREVIOUS AGREEMENTS

This agreement takes effect in substitution for and to the exclusion of all prior agreements (written or oral) between the parties to this agreement or any of them and such prior agreements are hereby superseded.

22. CHANGES IN STATUS

You understand and agree that your obligations under this agreement shall survive any change in your position, title or function with the Company and (so far as is relevant) the termination of your employment.

23. RELATED COMPANIES

For the avoidance of doubt, you may from time to time be required to undertake services for a Related Company. The obligations set forth in clauses 1, 14, 15, and 16 shall apply equally to any such Related Company, and shall be construed for the benefit of such Related Company in the same way they would be enforceable by the Company.

24. HEADINGS

Headings are included for convenience only and will not affect the construction of the agreement.

25. NO COLLECTIVE AGREEMENTS

No collective agreements apply to your employment with the Company or any Related Company.

26. WORK ABROAD

If you are required to work abroad for an extended period, you will, wherever possible, be issued (before you leave) with details of:

- (a) the period for which you are to work outside the UK;
- (b) the currency in which you will be paid;
- (c) employment benefits to be provided by reason of your work outside the UK, if any;
- (d) any terms and conditions relating to your return to the UK.

27. LAW

This Agreement is subject to the law of England whose courts shall have exclusive jurisdiction.

SCHEDULE OF EMPLOYEE'S PRIOR INVENTIONS

Harlequin Contract of Employment (v: 16.03.95)

10

It is agreed that the preceding provisions including those contained in any documents referred to (as varied from time to time) form the basis of the Employee's Contract of Employment with the Company.

Signed:

A. McCarthy

ANNE-MARIE McCARTHY

Managing Director

for and on behalf of the Company, HARLEQUIN LIMITED

I, the Employee, acknowledge receipt of a true copy of this Contract of Employment and I accept the terms and provisions herein. In addition, I may or may not have received a formal Contract of Employment immediately upon becoming an employee of the Company but I confirm these terms and provisions which I have hereby accepted do not differ significantly from those which have been in effect since I became an employee of the Company.

Name of Employee: Andrei Mikheev

Signed:

[Signature]

Address: 46 (2F2) Elm Row, Edinburgh EH7 4AM

DATED the 11 day of March 1998.

**REFERENCE BY XANALYS INCORPORATED UNDER
SECTION 12(1) PATENTS ACT 1977 IN RESPECT OF
UNITED STATES PATENT APPLICATIONS 06/193,811 AND 09/823,284**

ANNEX 2

This is Annex 2 referred to in the Referer's Statement of Case dated
2001.

day of August



XANALYS

URGENT

RESPONSE REQUIRED

RE: U.S. Provisional Patent Application Serial No. 60/193,811

Filed on March 31, 2000

for a Method and System for Gathering, Organizing, and Displaying Information from Data Searches

Dear Mr. Mikheev:

We are enclosing a U.S. Patent application for the above-referenced invention. This application must be filed on or before March 31, 2001. This application is owned by Harlequin Limited pursuant to the terms of your contract of employment.

Please review the application, which is essentially the same as the provisional patent application that you reviewed prior to filing. If the application is in order, please sign and date the Declaration (no notarization is required) and the Assignment (enclosed) and return the signed documents to me (in the enclosed prepared Fedex courier package) for filing in the Patent & Trademark Office prior to March 31, 2001.

Thank you for your cooperation.

Sincerely,

Jon Pitt
Global Operations Manager
Xanalis

Xanalis Incorporated
95 Sawyer Road
Waltham, MA 02453
Tel +1 (781) 392-1600
Fax +1 (781) 736-1949
www.xanalis.com

**REFERENCE BY XANALYS INCORPORATED UNDER
SECTION 12(1) PATENTS ACT 1977 IN RESPECT OF
UNITED STATES PATENT APPLICATIONS 06/193,811 AND 09/823,284**

ANNEX 3

This is Annex 3 referred to in the Referer's Statement of Case dated
2001.

day of August

DARBY &
DARBY

PROFESSIONAL
CORPORATION

INTELLECTUAL PROPERTY LAW

805 THIRD AVENUE
NEW YORK, NY 10022-7513
TEL (212) 527-7700
FAX (212) 753-6237

March 28, 2001

Reference: 3166/1G947 US1

Via facsimile 44 131 650 4587

CHANAH BRENNERSON
ATTORNEY AT LAW
212-527-7729
cbrennerson@darbylaw.com

**URGENT
IMMEDIATE ATTENTION REQUIRED**

Mr. Andrei Mikhchev
46 (2F2) Elm Row
Edinburgh, Scotland EH7 4AH
United Kingdom

Re: U.S. Patent Application entitled "Method and System for Gathering,
Organizing, and Displaying Information from Data Searches"

Dear Mr. Mikhchev:

As the sole inventor of the subject matter of the above-referenced patent application, the enclosed Declaration & Power of Attorney and Assignment were prepared for your signature. The subject application will be filed on March 30, 2001. A copy of the application was provided to you by Jon Pitt with his letter of March 15. This invention was made while you were employed by Harlequin Limited. You are required to sign these documents under section 16 of your employment agreement with Harlequin Limited.

Please sign and date each document where indicated and promptly return them to me. If you have any questions, please feel free to contact me directly. Your cooperation in this matter is appreciated.

Sincerely yours,



Chanah Brenenson

CSB:cah
Enclosures

M:\Q1651\G947\EAH8399.W2D

46 Elm Row
Edinburgh
EH7 4AH

By Recorded Delivery

Taylor Joynson Garrett
Carmelite
50 Victoria Embankment
Blackfriars
London
EC4Y 0DX

By recorded delivery & fax (020 7300 7100)

30 August 2001

Your Ref: JMM/SXJ

Dear Sirs

US Patent Application Nos. 60/193, 811 and 09/823, 284
Xabalys Incorporated
"Method and System for Gathering, Organising and
Displaying Information from Data Searches"

I confirm receipt of your letter of 16 August 2001.

In response, I enclose a signed Assignment and Declaration & Power of Attorney.

On reviewing the draft Declaration & Power of Attorney, I found that I could not agree to the terms of the paragraph at page 1 reading "...I declare that I do not know and do not believe that the same was ever known or used in the United States of America before my or our invention thereof or patented or described in any printed publication in any country before my or our invention thereof".

This is because I have now found prior art which I believe is relevant to the US Patent Application 09/823,284. In particular, the following prior art:

- The product called "Semio Map" from Semio Corporation – sold in the US market since 1995;
- The product called "Information Map" from Cartia Corporation – sold in the US market since 1994;
- The product called "Hyperbolic Trees" from Inxight Inc. – sold in the US market since 1997; and
- Bespoke software development from Trac in 1998 which has similar or even superior functionality.

Therefore, I do not believe that the invention recited in the US Patent Application 09/823,284 (method and system for gathering, organising and displaying information from data searches) is new in view of this prior art.

You will note in the signed Declaration that I have deleted and initialled the relevant portions of the above paragraph, as I cannot now agree that the invention which is the subject of the patent application is new.

In signing these documents, I trust that this satisfies all of your requirements and I hope that you will not begin Entitlement Proceedings under Section 12 of the UK Patents Act 1977 against me.

I should be grateful if you would forward any future correspondence to my solicitors, Messrs Murray Beith Murray WS, 39 Castle Street, Edinburgh, EH2 3BH, F.A.O. Mr Stuart Hendry - who I have also asked to witness my signatures.

Yours faithfully



Andrei Mikheev

Customer No.:

Docket No.: 3166/1G947-US1

**DECLARATION
AND POWER OF ATTORNEY
Original Application**

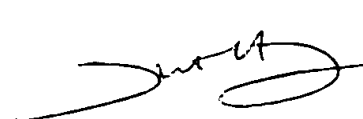
As a below named inventor, I declare that the information given herein is true, that I believe that I am the original, first and sole inventor if only one name is listed at 1 below, or a joint inventor if plural inventors are named below, of the invention entitled:

**METHOD AND SYSTEM FOR GATHERING, ORGANIZING AND
DISPLAYING INFORMATION FROM DATA SEARCHES**

which is described and claimed in:

[] the attached specification or [X] the specification in appl. Serial No. 09/823,284, filed March 30, 2001
(for declaration not accompanying appl.)

A.M.
5-2-01
~~that I do not know and do not believe that the same was ever known or used in the United States of America before my or our invention thereof or patented or described in any printed publication in any country before my or our invention thereof, or more than one year prior to this application, or in public use or on sale in the United States of America more than one year prior to this application,~~ that the invention has not been patented or made the subject of an inventor's certificate issued before the date of this application in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns more than twelve months prior to this application, that I acknowledge my duty to disclose information of which I am aware which is material to patentability in accordance with 37 CFR §1.56. I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above. I hereby claim the priority benefits under 35 U.S.C. §119 of any application(s) for patent or inventor's certificate listed below. All foreign applications for patent or inventor's certificate on this invention filed by me or my legal representatives or assigns prior to the application(s) of which priority is claimed are also identified below.

 *Winer*

PRIOR APPLICATION(S), IF ANY, OF WHICH PRIORITY IS CLAIMED

COUNTRY APPLICATION NO. DATE OF FILING

U.S.A. 60/193,811 31 March 2000

**ALL FOREIGN APPLICATIONS, IF ANY, FILED PRIOR
TO THE APPLICATION(S) OF WHICH PRIORITY IS CLAIMED**

COUNTRY APPLICATION NO. DATE OF FILING

POWER OF ATTORNEY:

As a named inventor, I hereby appoint the following attorney(s) and/or agents(s) to prosecute this application and transact all business in the Patent and Trademark office connected therewith: Gordon D. Coplein #19,165, Michael J. Sweedler #19,937, S. Peter Ludwig #25,351, Paul Fields #20,298, Marc S. Gross #19,614, Joseph B. Lerch #26,936, Melvin C. Garner #26,272, Ethan Horwitz #27,646, Adda C. Gogoris #29,714, Bert J. Lewen #19,407, Henry Sternberg #22,408, Peter C. Schechter #31,662, Robert Schaffer #31,194, Robert C. Sullivan, Jr. #30,499, Ira J. Levy #35,587, Joseph R. Robinson #33,448, Scott G. Lindvall #40,325, Paul F. Fehner, Ph.D. #35,135, David Leason #36,195, Chanah Brenenson # P-47,442

all of the firm of DARBY & DARBY P.C., 805 Third Avenue, New York, NY 10022

SEND CORRESPONDENCE TO:

DIRECT TELEPHONE CALLS TO:

DARBY & DARBY P.C.
805 Third Avenue
New York, NY 10022

Chanah Brenenson
212-527-7700

FULL NAME AND RESIDENCE OF INVENTOR 1

LAST NAME: MIKHEEV

FIRST NAME: Andrei

MIDDLE NAME:

CITY: Edinburgh

FOREIGN COUNTRY: Scotland, U.K.

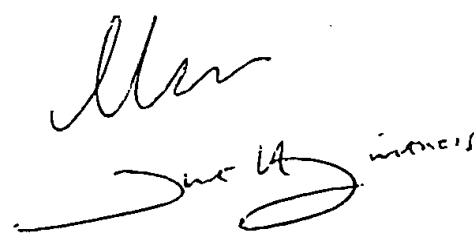
COUNTRY OF CITIZENSHIP: United Kingdom

POST OFFICE ADDRESS: 46 (2F2) Elm Row

CITY: Edinburgh

COUNTRY: Scotland, U.K.

POSTAL CODE: EH7 4AH



I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

SIGNATURE OF INVENTOR 1:



Andrei Mikheev

DATED: 30.08.01



STUART JAMES FALCONER HENDRY, witness

39 Castle Street
Edinburgh
EH2 3BH

Customer No.:



07278

PATENT TRADEMARK OFFICE

Docket No. 3166/1G947-SU1

ASSIGNMENT

I, **Andrei MIKHEEV**, a citizen of United Kingdom, residing at 46 Elm Row, Edinburgh, Scotland EH7 4AH, U.K. (hereinafter called "ASSIGNOR") in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, paid to me by

XANALYS INCORPORATED

a corporation organized under the laws of Delaware, located at 95 Sawyer Road, Three University Park, Waltham MA 02453 (hereinafter called the "ASSIGNEE"), do hereby sell and assign to said ASSIGNEE, its successors and assigns, all my right, title and interest, throughout the world, including priority rights, in and to my invention described in U.S. Patent Appl. 09/823,284 filed March 30, 2001 and claiming priority from U.S. Provisional Patent Appl. 60/193,811 filed March 31, 2000 both entitled:

**METHOD AND SYSTEM FOR GATHERING, ORGANIZING AND DISPLAYING
INFORMATION FROM DATA SEARCHES**

invented by me, as a co-inventor if other inventors are identified above, and described in a patent application executed on even date herewith for United States Letters Patent therefor, and all divisions, reissues, continuations and extensions thereof, said interest being my entire ownership interest in said Letters Patent when granted, to be held and enjoyed by said ASSIGNEE, its successors, assigns or other legal representatives, to the full end of the term for which said Letters patent may be granted, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made;

And I hereby agree to sign and execute any further documents or instruments which may be necessary, lawful, and proper in the prosecution of said above-named application or in the preparation and prosecution of any continuing, continuation-in-part, substitute, divisional, renewal or reissue applications, or in any amendment, extension, or interference proceedings, or otherwise to secure the title thereto in said ASSIGNEE;

And I hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

I declare under penalty of perjury under the laws of the United States of America that I have signed this document as my own free act and that all of the foregoing is true and correct.



Andrei MIKHEEV

DATED: 30.08.01


STUART JAMES FALCONER HENDRY, witness

39 Castle Street
Edinburgh
EH2 3BH